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6 Attorneys for Plaintiffs GENERAL
 7 FINANCE GROUP, INC., MARC
 PEREZ, RONALD F. VALENTA,
 8 LARRY D. TASHJIAN as Trustee of the
 Tashjian Family Trust, WILLIAM H.
 9 QUIROS, as Trustee of the William H.
 Quiros Trust, TASHJIAN FAMILY
 10 LIMITED PARTNERSHIP, ANDREW
 HARDING, and MARK C. KEITH

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 12 **UNITED STATES DISTRICT COURT**
 13 **CENTRAL DISTRICT OF CALIFORNIA**
 14 **WESTERN DIVISION**

15
 16 GENERAL FINANCE GROUP, INC.,
 a California corporation, MARC
 17 PEREZ, an individual, RONALD F.
 VALENTA, an individual, LARRY D.
 18 TASHJIAN as Trustee of the Tashjian
 Family Trust, WILLIAM H. QUIROS,
 19 as Trustee of the William H. Quiros
 Trust, TASHJIAN FAMILY LIMITED
 20 PARTNERSHIP, ANDREW
 HARDING, an individual, MARK C.
 21 KEITH, an individual.

22 Plaintiffs,

23 v.

24 U.S. BANK NATIONAL
 ASSOCIATION, a national banking
 25 association, and
 UNITED SITE SERVICES, INC., a
 26 Delaware Corporation.

27 Defendants.
 28

Case No.

**COMPLAINT FOR
 DECLARATORY JUDGMENT**

1 Plaintiffs GENERAL FINANCE GROUP, INC., a California corporation,
 2 MARC PEREZ, an individual, RONALD F. VALENTA, an individual, LARRY D.
 3 TASHJIAN as Trustee of the Tashjian Family Trust, WILLIAM H. QUIROS, as
 4 Trustee of the William H. Quiros Trust, TASHJIAN FAMILY LIMITED
 5 PARTNERSHIP, ANDREW HARDING, an individual, and MARK C. KEITH, an
 6 individual (collectively "Plaintiffs"), by and through their attorneys file this
 7 Complaint for Declaratory Judgment and allege and state as follows:

8 **NATURE OF THE ACTION**

9 1. This is an action for a declaratory judgment pursuant to the Declaratory
 10 Judgment Act, 28 U.S.C. §§ 2201-2202.

11 **PARTIES**

12 2. Plaintiff GENERAL FINANCIAL GROUP, INC., ("GFG") is and at
 13 all times mentioned herein was, a corporation organized under the laws of the State
 14 of California, validly existing and in good standing with a principal place of
 15 business at 39 East Union Street, Pasadena, California.

16 3. Plaintiff MARC PEREZ ("Perez") is a resident of California, and at all
 17 times mentioned herein was a shareholder of S&S Portable Services, Inc., a
 18 Delaware corporation ("S&S").

19 4. Plaintiff RONALD F. VALENTA ("Valenta") is a resident of
 20 California, and at all times mentioned here was, a shareholder of S&S.

21 5. Plaintiff LARRY D. TASHJIAN ("Tashjian") is a resident of
 22 California and is at least one of the Trustees of the Tashjian Family Trust, and
 23 brings suit in his capacity as Trustee, and is and at all times mentioned herein, was a
 24 shareholder of S&S on behalf of the Tashjian Family Trust.

25 6. Plaintiff WILLIAM H. QUIROS ("Quiros") is a resident of California,
 26 is the Trustee of the William H. Quiros Trust, and is sued in his capacity as Trustee
 27 and is, and at all times mentioned herein, was a shareholder of S&S on behalf of the
 28 William H. Quiros Trust.

1 7. Plaintiff TASHJIAN FAMILY LIMITED PARTNERSHIP (“Tashjian
2 Partnership”) is a limited partnership with its principal location in Pasadena
3 California and is, and at all times mentioned herein, was a shareholder of S&S.

4 8. Plaintiff ANDREW HARDING (“Harding”) is a resident of California,
5 and at all times mentioned herein was a shareholder of S&S.

6 9. Plaintiff MARK C. KEITH (“Keith”) is a resident of California, and at
7 all times mentioned herein, was a shareholder of S&S.

8 10. GFG was appointed by Plaintiffs to be Plaintiffs’ Stockholder
9 Representative to represent Plaintiffs for all purposes in connection with the
10 Holdback funds (as described *infra*).

11 11. Defendant UNITED SITE SERVICES, INC. (“USS”) is and at all
12 times mentioned herein, was a Delaware corporation organized under the laws of the
13 State of Delaware, with a principal place of business at 118 Flanders Road,
14 Westborough, Massachusetts.

15 12. USS is a real party in interest as it has previously made claims to
16 approximately \$1,208,885.00 plus accrued interest held in an escrow account (the
17 “Holdback Funds”) established pursuant to an escrow agreement among GFG, USS
18 and U.S. Bank National Association (“U.S. Bank”) and has availed itself of this
19 Court’s jurisdiction in such a claim by bringing a Breach of Contract action against
20 Plaintiffs in this court in Case No. 2:18-cv-03331-DPP-RAO.

21 13. Defendant U.S. Bank is a national banking association that served as
22 Escrow Agent pursuant to the Escrow Agreement.

23 **JURISDICTION AND VENUE**

24 14. Venue is proper in this Court because the written agreements that
25 provide the basis for Plaintiffs’ relief were at least partially entered into and
26 performed in Los Angeles County, and because at least one of the defendant
27 corporation’s place of business is in Los Angeles County.

28 15. The relief sought herein is for a declaratory judgment that Plaintiffs are

1 entitled to all of the Holdback funds.

2 16. Further, diversity jurisdiction exists because Defendant USS is
3 incorporated in Delaware and has its principal place of business in Massachusetts
4 (*see* ¶ 11, and Plaintiffs consist of citizens of California and Delaware and the
5 matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and
6 costs (*see* 28 U.S.C. § 1332(a)).

7 RELATED CASES

8 17. This case arises from a conflict that has already served as the basis for
9 one previous action in this court: *United Site Services, Inc. v. Valenta, et al* Case No.
10 2:18-cv-03331-DDP-RAO (C.D. Cal.). That case was dismissed without prejudice
11 on July 3, 2018.

12 18. This case merely seeks declaratory judgment as to ownership of the
13 Holdback funds and includes USS as a defendant only as a party in interest.
14 Plaintiffs do not raise the issue of breach of contract herein.

15 GENERAL ALLEGATIONS

16 19. S&S was a business located in Los Angeles County, California that
17 provided temporary fences and portable restroom facilities to business and
18 construction sites. S&S was owned by shareholders Valenta, Tashjian as Trustee,
19 Quiros as Trustee, Harding, Perez and Keith (“Shareholder Plaintiffs”).

20 20. On or about April 23, 2014, the shareholders of S&S and Defendant
21 USS entered into a written agreement (entitled Stock Purchase and Sale Agreement
22 for the Purchase of All Outstanding Shares of S&S Portable Services, Inc. (“Sale
23 Agreement”, Exhibit A)) under which USS purchased all outstanding shares of S&S
24 stock from the S&S Shareholders.

25 21. The Sales Agreement provided that the Gross Purchase Price was
26 \$33,000,000, which was to be deposited via wire transfer of immediately available
27 funds, minus (i) any Debt Pay-Off Amounts, (ii) the Assumed Debt, and (iii) the
28 Holdback Funds as deposited with the Escrow Agent.

22. Section 3.04(b) of the Sale Agreement provides that “[o]n the Closing Date, Buyer (“USS”) will deposit the Holdback with the Escrow Agent (“U.S. Bank National Association”) by wire transfer of immediately available funds. The Holdback is to be paid to Sellers or Buyer in accordance with the provisions of this Agreement and the Post-Closing Escrow Agreement (Exhibit B).

23. Buyer paid the purchase price and deposited the Holdback of \$3,300,000.00, equal to 10% of the Gross Purchase Price, into an escrow account.

24. On or about April 22, 2014, GFG, USS, and US Bank entered into an Escrow Agreement (Exhibit B) providing that the “Escrow Agent has agreed to accept, hold, and disburse the funds deposited with it and the earnings thereon in accordance with the terms of this Escrow Agreement.

25. Per the terms of the Escrow Agreement, USS deposited \$3,300,000.00 into the US Bank escrow account. On or about February 3, 2015, USS and GFG agreed to release \$2,091,115 from the escrow account to the S&S Shareholders, which left approximately \$1,208,885.00 in the escrow account which, plus accrued interest, remains in the escrow account to the current time.

26. The S&S Shareholders transferred all outstanding shares of S&S to USS per the terms of the Sale Agreement.

27. USS now disputes Plaintiffs’ right to the escrow funds, causing a real, justiciable controversy over the ownership and right to the \$1,208,885.00 plus interest currently in the escrow account.

28. Plaintiffs performed all their duties and obligations pursuant to the Sale Agreement.

29. Any claims by USS for alleged breach of contract related to the Sale Agreement are now barred by the statute of limitations.

COUNT I – UNJUST ENRICHMENT

30. Plaintiffs incorporate by reference the foregoing paragraphs of this

1 Complaint as though fully set forth herein.

2 31. Defendant US Bank accepted and retained the \$3,300,000.00 into an
3 escrow account and has failed to provide the remaining balance of \$1,208,885.00 in
4 the escrow account to Plaintiffs despite the terms of the Escrow Agreement.

5 32. Defendant has knowingly benefited by retaining these funds despite
6 Plaintiffs' right to receive the same.

7 33. As a result of Defendant's unjust enrichment, Plaintiffs have been
8 damages in an amount not less than \$1,208,885.00.

9 **COUNT II – REQUEST FOR INJUNCTIVE RELIEF**

10 34. Plaintiffs incorporate by reference the foregoing paragraphs of this
11 Complaint as though fully set forth herein.

12 35. The Escrow Agreement between the parties provides that the funds
13 should be released to Plaintiffs per Joint Written Direction by the parties or, in the
14 event of a dispute between the parties, pay into court the Escrow Funds.

15 36. As Defendant USS has refused to mutually agree that US Bank release
16 the funds, Plaintiffs are left with no recourse but to request an injunction from this
17 Court ordering Defendant USS to instruct US Bank to disburse the approximately
18 \$1,208,885.00 plus accrued interest in the Escrow Account to Plaintiffs.

19 37. Plaintiffs are entitled to such relief, per the terms of the Escrow
20 Agreement and Sales Agreement.

21 **COUNT III- REQUEST FOR DECLARATORY RELIEF**

22 38. Plaintiffs incorporate by reference the foregoing paragraphs of this
23 Complaint as though fully set forth herein.

24 39. The Escrow Agreement between the parties provides that the funds
25 should be released to Plaintiffs per Joint Written Direction by the parties or, in the
26 event of a dispute between the parties, pay into court the Escrow Funds.

27 40. As Defendant USS has refused to mutually agree that US Bank release
28 the funds, Plaintiffs are left with no recourse but to request declaratory relief from

1 this Court ordering Defendant US Bank to disburse the approximately
2 \$1,208,885.00 plus accrued interest in the Escrow Account to Plaintiffs.

3 41. Plaintiffs are entitled to such relief, per the terms of the Escrow
4 Agreement and Sales Agreement.

5 WHEREFORE, Plaintiffs prays for judgment as follows:

6 1. An injunction ordering Defendant USS to instruct US Bank to release the
7 \$1,208,885.00 plus accrued interest in escrow to Plaintiffs;

8 2. A declaratory judgment that US Bank should release the \$1,208,885.00
9 plus accrued interest in escrow to Plaintiffs;

10 3. Such other and further relief as the Court deems just and proper.

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MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP
ATTORNEYS AT LAW

DATED: February 4, 2019

MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP

By: /s/ Jenifer Wallis

Anthony J. Ellrod

Jenifer Wallis

Attorneys for Plaintiffs